

Electronically Recorded

Tarrant County Texas

Official Public Records

4/28/2010 10:35 AM

D210098634

**Consent to Oil and Gas Lease**

PGS 1 \$16.00

WHEREAS the undersigned, Midfirst Bank, as assigned and recorded at Instrument No. D208453535, ("Lender"), signing through its authorized agent, is the owner and holder of that certain indebtedness secured by a Deed of Trust ("Security Instrument") executed on the 22<sup>nd</sup> day of December, 1998 by Yvonne S. Smith and Joseph A. Smith, wife & husband ("Borrower" whether one or more), recorded at Instrument No. D198304756, Official Public Records, Tarrant County, Texas, and is made a part hereof by reference and covers the following lands in Tarrant County, Texas (the "Lands"):

**Lot 21, Block 2, of Harwood Meadows, Phase I, an Addition to the City of Arlington, Tarrant County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 2684, Plat Records, Tarrant County, Texas.**

And WHEREAS, Yvonne S. Smith and Joseph Smith, wife and husband, ("Lessor" whether one or more), executed an Oil, Gas and Mineral Lease (the "Lease") to XTO Energy Inc., (Lessee) dated the 18<sup>th</sup> day of June, 2008 a Memorandum of which is recorded in the Official Public Records of Tarrant County, Texas, at Document Number No. D208314919.

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the parties agree as follows:

1. Non-Disturbance. Lienholder acknowledges and agrees that it will not infringe upon or disturb the owners leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including the right to pay all rents and royalties payable under the Lease to the Lessor.
2. Payment of Royalties. Lessee agrees, in consideration of the execution of this Agreement by Lienholder, that in the event Lienholder advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Lienholder all royalties and rentals due or to become due until further notice by Lienholder that the Mortgage is no longer delinquent.
3. Consent. Lienholder agrees that any sale of said property under and by virtue of said Deed of Trust, whether by judicial proceedings, public auction and outcry, private sale, or any other transfer, shall be made expressly subject to the aforesaid Lease, and said Lease shall not be terminated by any such transfer of the mortgaged property.
4. Attornment. In the event the mortgage is foreclosed for any reason, and Lienholder succeeds to the interest of the Lessor under the Lease, Lessee agrees that it shall recognize Lienholder as successor-in-interest to Lessor and to any and all of the right, title and interest of the Lessor under the Lease. Lessee agrees to render to Lienholder the performance of all of Lessee's obligations, which, under the terms of the Lease, are for the benefit of Lessor, with the same force and effect as if Lienholder were the original Lessor.

The rights and obligations of the parties hereunder shall inure to the benefit of the respective successors, heirs and assigns of each party. Therefore, the Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

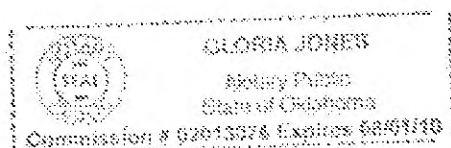
Witness my signature this the 20 day of April, 2010.

Midfirst Bank

By: Name/Title: Karl C. Zalonka  
Vice President**ACKNOWLEDGMENT**

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 20th day of April, 2010 by Karl C. Zalonka (name), Vice President (title/position) of Midfirst Bank on behalf of said organization in the capacity herein stated.



  
Notary Public